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ATTORNEY for Plaintiff

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

CLAUDIA FABIANI, on behalf of herself
and all others similarly situated,

Plaintiff,

v.

ORECK CORPORATION,

Defendant.

Case No.: C 05-2140 JSW

**~~[PROPOSED]~~ ORDER GRANTING FINAL
APPROVAL OF CLASS SETTLEMENT**

Date: May 12, 2006

Time: 9:00 a.m.

Place: 450 Golden Gate Avenue 17th Floor,
San Francisco, CA

Judge: Honorable Jeffrey S.White

This cause came before the Court on May 12, 2006, on the Joint Motion of Plaintiff, Claudia Fabiani, on behalf of herself and all others similarly situated, and Defendant Oreck Corporation for final approval of the Class Action Settlement Agreement. The Plaintiff was represented by Irving L. Berg, Esq. Defendant was represented by Frederick W. Bradley of Oreck, Bradley, Crighton, Adams & Chase along with David L. Aronoff of Thelen Reid & Priest LLP. No class member or objector appeared at the hearing. The Court, being fully advised of the terms and conditions of the proposed Class Settlement, finds:

A. Plaintiff and Defendant entered into a Class Action Settlement Agreement (“Settlement Agreement”) that was preliminarily approved by the Court on January 25, 2006 (Doc #62).

B. The Settlement Agreement has been submitted to the Court for approval pursuant

1 to Rule 23(e) of the Federal Rules of Civil Procedure.

2 C. Notice to the class in a form approved by the Court on January 25, 2006, was
3 mailed by Frederick W. Bradley, as shown by the Declaration of Frederick W. Bailey (Doc.
4 #66). The class notice in the form approved by the Court on January 25, 2006, was mailed to
5 195 class members. Twelve class notices were returned from the United States Postal Service as
6 undeliverable.

7 Pursuant to the Settlement Agreement:

- 8 1) Plaintiff, as representative of the class, shall receive \$3,000 in full
9 settlement and satisfaction of her individual claims pursuant to 15 U.S.C. §
10 1692k(a)(2)(B)(i), and as compensation for her services rendered to the class, as well as
11 the forgiveness of her alleged debt to Oreck Corporation;
- 12 2) Oreck Corporation shall fully, finally, and completely forgive the debt of
13 each class member that was the subject of the allegedly offensive letter. The debts owed
14 by such class members total approximately \$45,000;
- 15 3) Oreck shall fund all administration expenses related to the settlement,
16 including the costs required to provide notice of the settlement to the class;
- 17 4) Oreck shall pay \$15,000 to satisfy Plaintiff's reasonable attorney's fees
18 incurred in connection with this suit, subject to approval by the Court;
- 19 5) Oreck shall pay Plaintiff's court costs in the amount of \$277.05;
- 20 6) Oreck shall change the form of its collection letter to eliminate any
21 implication that "Security Center Collection Services" is a third party that is not part of
22 Oreck Corporation, and it shall also eliminate any language to the effect that the debtor
23 has "waived" any rights under the FDCPA;
- 24 7) Oreck agrees that it will not report any delinquency of any class member
25 for the amount of the debt released herein to any credit agency.

26 On approval of the settlement by the court, final judgments of dismissal will be entered,
27 with prejudice, and Plaintiff and all Class Members who have not timely excluded themselves

1 from this action, will be conclusively bound by the dismissal.

2 D. The Court has been advised that no objections to the Settlement have been
3 received or motion to intervene has been received, though the following individuals have elected
4 to be excluded from the class:

5 Donna Osuna
6 Cheri I. Mariotti

7 E. The parties do not object to the exclusion of the aforesaid individuals from the
8 Class Settlement.

9
10 IT IS HEREBY ORDERED:

11 1. The Settlement Agreement is hereby approved. The Court finds the settlement
12 negotiations were conducted at arms-length and in good faith among counsel for Plaintiff and
13 Defendant, and that the terms of the Settlement Agreement are fair, reasonable and adequate to
14 Plaintiff and all members of the classes. In addition to the other factors stated herein, the Court
15 finds the Settlement Agreement to be particularly fair, adequate, and reasonable in light of the
16 risk of establishing liability and damages, and the expense of further litigation.

17 2. The Court finds that the distribution of the Notice as provided for in the
18 Preliminary Approval Order constituted the best notice practicable under the circumstances to all
19 Persons within the definition of the Class, and fully met the requirements of Federal Rule of
20 Civil Procedure 23, any and all substantive and procedural due process rights guaranteed by the
21 United States Constitution, and any other applicable law.

22 3. Plaintiff Claudia Fabiani and the Class Members are forever barred and enjoined
23 from initiating or further prosecuting in any forum whatsoever, including but not limited to any
24 Federal, State, or Foreign Court against Defendant and its heirs, current and former officers,
25 directors, successors, predecessors, executors, administrators, assigns, shareholders, affiliated
26 companies, attorneys and employees, any and all claims, controversies, liabilities, actions and/or
27 causes of action made in this litigation. This release is conditioned upon the performance by
28 Defendant of its obligation toward Plaintiff and the class members as set forth in the Settlement

Agreement and detailed above.

4. Within ten (10) days of the date of this Order, Oreck shall pay (a) \$3,000 to Plaintiff Claudia Fabiani.

5. Within ten (10) days of the date of this Order, Oreck shall pay \$15,000 as reasonable attorney's fees and costs of \$277.05 to Plaintiff's counsel. Plaintiff's counsel has filed an application concurrently in support thereof which is acceptable to the Court.

6. The following individuals are excluded from the class:

Donna Osuna
Cheri I. Mariotti

7. Without affecting the finality of the Judgment, the Court shall retain jurisdiction of this case to enforce the terms of this Order, for a period of 180 days.

DATED: May 18, 2006


Jeffrey S. White
U. S. District Court Judge